

SVI RETAIL, INC.

Software Support Agreement

This **Software Support Agreement** (Agreement) is between SVI Retail, Inc. (SVI Retail) located at 19800 MacArthur Boulevard, 12th Floor, Irvine, CA 92612 and Mill House, Royston Road, Wenden's Ambo, Saffron Walden, Essex, England CM114JX, and Family Golf Centers ("Customer") located at 538 Broadhollow Road, # 106 E, Melville NY 11747.

This Agreement sets forth the terms and conditions by which SVI Retail will provide software support services to Customer as provided in the Software License Agreement entered into between the parties. Any capitalized terms in this Agreement shall have the same meaning as indicated in the License Agreement.

SVI Retail will provide Customer with maintenance and support services for the SVI Retail Software as defined in the the Software License Agreement, Section 12 (the "Product:") including corrections, updates and improvements as hereinafter defined.

This Agreement consists of this document and one or more addenda containing the following that are incorporated by reference.

- A. Annual Support Fees
- B. Professional Service Fees

Acceptance

By signing below, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement, Agreement Modification, or Release Order made by reliable means (for example, photocopy or facsimile) is considered an original and all services SVI Retail provides under this Agreement are subject to it.

The effective date of this Agreement is the later of the two signature dates on this page.

SVI RETAIL, INC.

By _____

Name Todd Hammett

Title Chief Financial Officer

Date _____

Family Golf Centers

By _____

Name _____

Title _____

Date _____

Please return two (2) originals of this Agreement to SVI Retail. Upon receipt, SVI Retail will sign and return one original to Customer.

1. Effective date and term:

- a) The effective date of this Services Agreement shall be the later of the two signature dates of this document, by SVI Retail after Customer has signed same.
- b) This Agreement shall continue in force through June 30, 2001 unless otherwise terminated as provided herein.

2. Standard product support:

- a) SVI Retail provides Helpdesk service for an annual published fee. Customer is not required to subscribe to this service. Support services provided under this Agreement are for centralized support services only from Customer's designated contact or help desk. Support services are not intended for direct store level support. The Helpdesk is intended to address suspected program defects and requests for other types of service covered in this Agreement. It is not intended to address user training or technical consulting. Helpdesk support is available only for those products Customer licenses and for which Customer has paid the support fee as provided in Addendum A.
- b) Time associated with problems reported to the Helpdesk resulting from Customer's proprietary modifications will be billed at the published Consulting rate and no advance notice will be given prior to billing.

3. Helpdesk hours:

- a) The US Helpdesk is open five days a week, 24 hours a day. Normal service begins Sunday at 11:00 p.m. and concludes Friday at 11:00 p.m. PT (Pacific Time) and is provided from our California location. Service from our office in England is available Monday through Friday beginning at 9:00 a.m. and concluding at 5:00 p.m. GMT (Greenwich Mean Time) daily. The Helpdesks are closed weekends and holidays.
- b) US Holidays include New Year's Day (beginning at 3:00 p.m. PT New Year's Eve day), President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day (beginning at 3:00 p.m. PT Christmas Eve day). When holiday hours are in effect, the Helpdesk reopens at 5:00 a.m. PT on the business day following the holiday.
- c) UK Holidays include New Year's Day (beginning at 3:00 p.m. GMT New Year's Eve day), Spring Bank Holiday, Good Friday, Easter Monday, May Day, August Bank Holiday, Christmas Day (beginning at 3:00 p.m. GMT Christmas Eve day) and Boxing Day. When holiday hours are in effect, the Helpdesk reopens at 9:00 a.m. GMT on the business day following the holiday.
- d) During one week each year, the Helpdesk hours are reduced to accommodate SVI Retail's employee incentive trip. During this week, the Helpdesk opens at 6:00 a.m. PT and closes at 5:00 p.m. PT Monday through Friday. The UK Helpdesk is closed. Customer will be notified well in advance of the dates the reduced hours are in effect.

4. Emergency after-hours support:

- a) Emergency support is available only to subscribers of the emergency support program and is provided through The Support Center.
- b) Emergency services are designed to address critical technical issues during weekends and holidays when the Helpdesk is closed. A critical issue is a problem that renders Customer's AS/400 based program products inoperable.
- c) There is a \$1,000 advance fee required to become eligible for emergency services. Services are performed on a no fault basis and are billed in quarter hour segments at our current Consulting rate. There is a four hour minimum charge per incident. Emergency support services do not apply to the SVI POST™ program product which is supported on a 24 hour, seven day per week basis.

5. Scheduled after-hours support:

- a) After-hours support for applying new releases, system upgrades and other special processes is available by appointment. A three week advance notice is required for this service. Appointments are accommodated based upon resource availability on a first come, first served basis.
- b) Scheduled after-hours support services are billed in quarter hour segments at our Consulting rate and there is a four hour minimum charge per appointment.
- c) Before Customer can receive after-hours support for the application of a new SVI Retail release, Customer must first attend a Technical Seminar for that release and have scheduled and received technical consultation specific to Customer's planned release upgrade.

6. Customer support responsibilities:

- a) Customer is responsible for regularly and fully applying Corrective Service Releases (CSR's) which include product corrections and release enhancements. SVI Retail provides CSR's for the current, generally available release and one release prior only. No CSR's are available for older releases. Application support is available to users on all releases, however, application support may be substantially limited for those users on older releases.
- b) Customer's proprietary modifications to SVI Retail's AS/400 program products must be placed in the library IPTSMOD. Customer must maintain an unmodified testing environment in order to insure suspected problems are not related to Customer's proprietary modifications.
- c) Customer is responsible for providing knowledgeable and adequately trained users who have full system access and authority should SVI Retail need Customer's help in researching or duplicating a reported problem.
- d) Customer is responsible for providing a communications link from Customer's system to SVI Retail's location should Customer want on-line support.

7. Enhancements:

Product enhancements are made available only to subscribers of the maintenance program. Product enhancements include new releases, corrective service releases (CSR), and documentation. One (1) copy of documentation is provided for each new release.

8. Types of professional services:

- a) Training time includes application training both on site and off site which is billed at the published Application Specialist rate. The time will be tracked in quarter-hour segments and billed for each visit. Prior to each training session, Customer will approve which SVI Retail employees are to provide training service and the duration of their sessions. Training time also includes time spent by an SVI Retail Application Specialists to answer Customer's questions via teleconference and e-mail. Training time also includes advance preparation of materials to be used in Customer's training sessions as well as follow-up materials to document the results of the training sessions and/or teleconferences.
- b) Project Management time includes work performed on Customer's behalf, whether on site or off site, that goes beyond the normal use of SVI Retail products. Examples of such services include needs assessments, Customer's internal documentation review or preparation, status reports, implementation planning, business practices review, employee review, and general project administrative duties. These services will be billed at the published Project Manager rate. The time will be tracked in quarter-hour segments and billed for each visit.
- c) Retail Business Consultant time includes time spent during an initial visit to Customer's site to perform an Implementation Strategy Analysis. The Implementation Strategy Analysis will include interviewing members of Customer's project team and users, identifying business processes, providing guidance in developing new systems structures, determining system preferences and

identifying conversion approaches and interface issues. The results of the initial visit will be thoroughly documented and provided to Customer within the Executive Training Class.

- i. Retail Business Consultant time also includes time spent by the Retail Business Consultant during follow-up visits to Customer's site. The purpose of these visits will be to meet with members of Customer's management and project teams, assess the progress of Customer's project, identify and address potential problems or issues and provide help, if needed, to make sure the implementation proceeds as planned.
 - ii. Retail Business Consultant time also includes a Post Implementation Review to further streamline all processes and procedures and assist management in analyzing the information available within Customer's new system. The Account Manager will also be available to perform consulting services at Customer's request.
 - iii. Retail Business Consultant time also includes any time spent by the Retail Business Consultant when working on Customer's behalf away from Customer's location. Examples of such services include telephone consultation with members of, or consultants to, Customer's organization, researching implementation issues, directing the application trainers and writing follow-up documentation.
 - iv. All time spent by the Retail Business Consultant when working on Customer's behalf will be billed in quarter-hour segments at the published Consulting rate.
- d) Technical Services time includes work performed on Customer's behalf, whether on site or off site that deals with issues or questions of a technical nature. Such services can include telephone or e-mail consultation with members of, or consultants to, Customer's organization, researching implementation or interface issues, writing follow-up documentation and data certification. Technical Services also include the design and written specification of system modifications undertaken on Customer's behalf as well as work performed that deals with the transfer and reformatting of data files from an existing system to the SVI Retail system or from one SVI Retail release to another.
- i. All time spent by the Technical Services representative when working on Customer's account will be billed in quarter-hour segments at the published Consulting rate.

9. Booking services:

- a) SVI Retail accepts service assignments on a first come, first served basis. For this reason, there might be times when the SVI Retail employee Customer requests or those qualified to provide the services Customer requires are not available when Customer wants them. In such a case, SVI Retail will make every effort to accommodate Customer's needs as best as reasonably possible.
- b) Customer will incur charges should Customer cancel or cut short an on-site visit once SVI Retail has received Customer's written approval unless SVI Retail receives notice of Customer's cancellation at least two weeks prior to the scheduled engagement. Customer will be charged a minimum of:
 - i. eight hours for any day for which Customer has scheduled and approved a full day's service, or;
 - ii. twenty-four hours for any week in which Customer has scheduled at least four days of service.

10. Work authorization:

Requests for visits to Customer's location or requests for services to be performed at an SVI Retail site must be made by Customer in writing. Before an SVI Retail representative travels or begins work on Customer's behalf, SVI Retail will ask for written confirmation of Customer's request. Unless specifically indicated otherwise in this Agreement, Customer will not be charged for fees and expenses for services that Customer has not approved and SVI Retail will not travel or perform any services until Customer has given SVI Retail such approval.

11. Travel time:

- a) Travel time for services originating from the SVI Retail US office to destinations in the US, Mexico or Canada, or for service originating from the SVI Retail UK office to destinations in Europe will not normally be billed unless the total billable hours for a single trip is less than sixteen. In such case, the lesser of eight hours or the actual travel hours for the trip will be billed.
- b) Travel time for services originating from the SVI Retail US office to destinations other than the United States, Mexico or Canada, or for services originating from the UK office of SVI Retail to destinations other than Europe will not normally be billed unless the total billable hours for a single trip is less than twenty-eight. In such case, the lesser of sixteen hours or the actual travel hours for the trip will be billed.

12. Travel expenses:

- a) In scheduling a visit to Customer's location, SVI Retail attempts to work with Customer so that the time SVI Retail spends is used effectively. SVI Retail will assign its personnel based upon the services to be performed, upon an ongoing analysis of Customer's needs and upon Customer's approval. There may be one of SVI Retail's employees at Customer's site on some occasions and more than one at other times. For this reason, and because of the varying lengths of stay, expenses will vary from visit to visit.
- b) Expenses can include round trip airfare (regular coach for domestic flights and business class for international flights), hotel accommodations (Hilton, Hyatt, Marriott or equivalent), meals and ground transportation (car rental, taxi, train, ferry, parking, etc.). Any lost deposits or penalties that are incurred as a result of Customer's canceling a visit, after having confirmed it, will be billed to Customer.
- c) Since SVI Retail's employees might visit more than one user site during a trip, it is possible that Customer will be billed for only a portion of the related expenses. The portion paid by Customer in such a case will be calculated by dividing the number of hours spent at Customer's site by the total number of hours for all users visited during the trip, and then applying this ratio to any common expenses incurred, such as airfare.
- d) The amount Customer will be charged for travel expenses will be determined by the going rates for services in Customer's area. SVI Retail employees will make their own arrangements and submit expense claims to SVI Retail. Customer will be billed for each visit. Copies of receipts will accompany all travel expense invoices.

13. Time and cost:

- a) SVI Retail will use its reasonable best efforts to ensure that its software products are installed, Customer's staff is trained, and any conversion or modifications requested of it are delivered in the time agreed. SVI Retail provides this assurance based upon the scope of work known at the time. Customer's actual delivery time could vary based upon the discovery of information or circumstances not known or beyond SVI Retail's control.
- b) SVI Retail service estimates are provided as a guideline based upon our experience with similar requirements in similar companies. Customer's actual cost could vary from that estimated due to the discovery of information or circumstances not then known or beyond SVI Retail's control. Customer's costs could also vary based upon Customer's desire to use more or less of SVI Retail's services than those normally used in similar situations. SVI Retail will provide a written project plan, including a timeline, breakdown of expected tasks, site visits and their associated costs before beginning work on an assignment. The time needed to prepare the plan will be billed at the published Consulting rate.
- c) SVI Retail will not be responsible for any errors or omissions in information, data or services provided by Customer or by third parties hired by Customer to act on Customer's behalf.

14. Project staff

- a) Each party to this Agreement shall appoint a Project Manager who will be responsible for representing that party in connection with the services under this Agreement. SVI Retail's Project Manager shall have the authority and responsibility for the planning, control and scheduling of all effort and resources in connection with SVI Retail's work under this Agreement. Customer's Project Manager will have responsibility for all planning, control and scheduling of effort and resources required to be provided or made available by Customer under this Agreement.
- b) Each party will endeavor to ensure continuity of its key staff on the project but reserves the right to make changes if necessary due to circumstances beyond its control. Should it become necessary for either party to replace any key member of its staff involved in the performance of work under this Agreement, the affected party shall notify the other and will provide a suitably qualified and experienced replacement member of staff with as similar a level of skill and experience to the replaced member of staff as is reasonably possible.
- c) SVI Retail warrants that any staff assigned to provide services to Customer under this Agreement shall possess such skill and experience as is necessary for the proper performance of those services.
- d) Customer has the right to reject any employee SVI Retail assigns to work on Customer's behalf with the understanding that other employees might not be available to take their place on short notice.
- e) SVI Retail warrants that given adequate notice, it will make available the number of SVI Retail employees Customer requests for the time period Customer requests.

15. Delivery and installation:

- a) SVI Retail shall be responsible for the delivery of its Software Product(s) and/or modifications to Customer's premises. If Customer so requests and subject to advance booking, SVI Retail will also load its Product(s) on Customer's computer for a fee. The time spent will be billed at the SVI Retail current published Consulting rate.
- b) SVI Retail will not deliver or install any Software Product(s) and/or modification(s) until Customer has requested that it do so in writing.

16. Assignment:

Neither party shall assign any of its obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

17. Confidentiality

- a) It is anticipated that Customer and SVI Retail, in the course of carrying out their respective responsibilities under this Agreement, will consult with the other party's personnel about, or receive certain of, the other party's confidential business and technical information ("Confidential Information"). Customer and SVI Retail agree to keep confidential and, without the other party's prior written consent, will not use and will not disclose to any person or entity, any Confidential Information except as expressly permitted by this Agreement. Customer and SVI Retail will each take reasonable precautions to ensure that the Confidential Information of the other party is used by only those persons who have a reasonable need to know.
- b) The foregoing obligations of this Section 17 will not apply to any information or data that (1) at the time of disclosure or use by the recipient is known or available to the general public by publication or otherwise (other than as a result of a breach of this Section 17.); (2) is known by the recipient at the time of receiving such information; (3) is made public by the disclosing party; (4) is developed independently by the recipient; or (5) is acquired by the recipient from a third party who independently and rightfully developed or acquired the information or data.

- c) The provisions of this clause shall continue in force notwithstanding the termination of this Agreement.

18. Non-solicitation of staff:

- a) For the duration of this Agreement and for a period of twelve months thereafter neither party shall employ nor make any offer(s) of employment to any employee of the other engaged in the performance of this Agreement unless agreed in writing by the other party. "Employ" means the engagement of such person as an employee, director, sub-contractor or independent contractor.
- b) Each party's estimate of the damage that a breach of the above paragraph would have upon its business is herein quantified as liquidated damages in the amount of the prior year's total compensation for the individual in question. Each party accepts that these are reasonable estimates of loss and agrees to pay the same upon demand in the event of its breach of this clause.

19. Waiver:

If any party commits any breach of any term of this Agreement, a waiver may be granted to the appropriate party. The granting of a waiver in any given instance of a breach shall not, in any event, be deemed to be a waiver of any subsequent breach. No waiver shall be effective unless it is expressed in writing, signed by a person properly authorized, and communicated to the other party.

20. Payment:

Fees for services and related expenses provided under this Agreement are due and payable within thirty days after Customer's receipt of invoice.

21. Indemnity:

Each party agrees to indemnify and hold the other harmless from any third party loss, claim, liability or damage to person or property arising out of this Agreement and services provided which is caused by the negligence or intentional misconduct of the party causing such loss, claim, liability or damage. This indemnity will survive the termination of this Agreement.

22. Termination:

- a) Customer may terminate this Agreement at any time for any reason. SVI Retail may terminate this Agreement if Customer fails to pay, within thirty days of receiving an invoice, for any services which have been requested by Customer and have been duly performed by SVI Retail.
- b) The fees Customer pays for annual product support are not refundable.

23. Legal authority:

SVI Retail and Customer are independent entities and shall not have authority to act for, or bind, the other in any way, or to represent that the other is in any way responsible for acts of the other.

24. Law:

All questions concerning the validity, operation, interpretation and construction of this Agreement shall be governed by, and determined, in accordance with the internal laws of the State of California (irrespective of its choice of law principles).

25. Arbitration:

Any controversy or claim arising out of or relating to this Agreement, or its breach, or its validity or interpretation, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") subject to the following:

- a) The locale for the arbitration shall be in Irvine, California.

- b) Disputes will be heard and determined by a panel of three (3) arbitrators. One arbitrator will be appointed by each party to serve on the panel. One neutral arbitrator will be appointed by the AAA and shall serve as chairperson of the three-arbitrator panel. The chairperson shall be an attorney with experience in handling disputes in software licensing matters, and the other arbitrators shall have a background or training in the computer industry or computer law.
- c) Any communication between a party and any arbitrator will be directed to the AAA for transmittal to the arbitrator. The parties expressly agree that the arbitrators will be empowered, at a party's request, to issue an interim order requiring the other party to cease using the software and/or documentation then in the outcome of the arbitration, or to grant injunctive relief.
- d) The arbitration award shall be binding on the parties.
- e) The parties shall have no right to take discovery of the other party by any method.
- f) The parties shall have no right to file a petition in any court of competent jurisdiction to correct or vacate the award of the arbitrators. Notwithstanding the foregoing, either party may petition the appropriate court, foreign, state or federal, to confirm, enter as a judgment and/or enforce the arbitrator's award.
- g) The prevailing party shall be awarded, as an element of the cost of arbitration, not as damages, reasonable attorneys' fees to be fixed by the arbitrator (including, without limitation, costs, expenses and fees).

26. Press Releases and List of Customers:

SVI Retail may issue press releases that provide information regarding the contents of this Agreement. SVI Retail will use its best efforts to receive Customer's approval before releasing any press release that provides any information regarding Customer, however, SVI Retail may be obligated under Security and Exchange Commission public disclosure rules to release information regarding Customer and/or this Agreement without prior approval. SVI Retail may also include Customer's name on its list of customers.

— END —

contracts/SSA042100

SERVICES AGREEMENT FOR SOFTWARE PRODUCTS
between
SVI RETAIL, INC.
and
Family Golf Centers

Addendum A

Annual Support Fees

AS/400 Based Products:

Standard Annual Maintenance: For 24 hour Support per CPU (Monday – Friday)	11% of Published License Fee A minimum of \$9,000 and Maximum of \$70,000
---	--

The Eye™ Annual: For 24 hour Support per CPU (Monday – Friday)	2% of published SVI Merchandising™ license fee A minimum of \$1,000 and Maximum of \$17,000
---	--

SVI POS™:

Standard Annual Maintenance: For 24 hour Support (Sunday – Saturday)	\$10,000 plus \$300 per ISP and \$100 per terminal 25 hours of telephone support included, additional hours billed at: - Mon-Fri at the published Application Specialist rate - Sat-Sun at the published Consulting rate
--	--

Customer will not be charged, and the 25 hours of telephone support will not be decremented, for calls to SVI Retail resulting in program fixes to the SVI POS™ program product during the acceptance period defined in Addendum H of the License Agreement.

All prices are payable in U.S. Funds only; California companies add California sales tax to program product prices.

DATED: _____

CUSTOMER: **Family Golf Centers**

BY: _____
(Signature)

(Print name and title)

SVI RETAIL, INC.

BY: _____
(Signature)

Todd Hammett, Chief Financial Officer

1

SERVICES AGREEMENT FOR SOFTWARE PRODUCTS
between
SVI RETAIL, INC.
and
Family Golf Centers

Addendum B

Professional Service Fees

Professional Services are billed per engagement at the published rates below:

Application Specialist rate is \$150 (£100 for UK based staff) per hour.

Sr. Application Specialist rate is \$175 (£115 for UK based staff) per hour.

Project Management rate is \$190 (£125 for UK based staff) per hour.

Consulting rate is \$230 (£175 for UK based staff) per hour.

All prices are payable in U.S. Funds only.

DATED: _____

CUSTOMER: **Family Golf Centers**

BY: _____
(Signature)

(Print name and title)

SVI RETAIL, INC.

BY: _____
(Signature)

Todd Hammett, Chief Financial Officer

LICENSE AGREEMENT FOR SOFTWARE PRODUCTS
between
SVI RETAIL, INC.
(FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)
and
FAMILY GOLF CENTERS, INC.

Attachment A

The License Fee for the MERCHANDISING program product for thirty (30) Users and one-hundred-ninety-nine (199) stores on the IBM AS/400 serial number _____, will be \$260,000, said sum being Customer's full and complete payment for a perpetual license to the product as stipulated herein. A credit of \$145,600 reduces the balance due to \$114,400. Upon execution of this License Agreement by Customer, the license fee is due and payable.

Changes in Customer's users or stores may result in additional license fees. Notwithstanding the pricing plan selected by Customer in this Attachment A, SVI agrees that at the time such additional license or upgrades are selected by Customer, the SVI pricing plan(s) then in effect which would give Customer the most beneficial pricing on such additional licenses and/or upgrades will be used to set the pricing thereof. Any such pricing plan for an upgrade shall give credit to Customer for the amount already paid by Customer for the Software which is being upgraded. Customer may also reduce the number of licensed users or stores which may result in a credit for overpaid license fees. Any credit for overpaid license fees may be used towards future license upgrades only and may not be used to offset fees for services.

Prices are subject to change without notice. All prices are payable in U.S. Funds only; California companies add California Sales tax to program product prices.

This License Agreement shall not expire through time.

DATED:

FAMILY GOLF CENTERS, INC.

BY: _____
(Signature)

(Print name and title)

SVI RETAIL, INC. (FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)

BY:

TODD HAMMETT
CHIEF FINANCIAL OFFICER

LICENSE AGREEMENT FOR SOFTWARE PRODUCTS
between
SVI RETAIL, INC.
(FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)
and
FAMILY GOLF CENTERS, INC.

Attachment A

The License Fee for the FINANCIALS program product for thirty (30) Users on the IBM AS/400 serial number _____, will be \$47,000, said sum being Customer's full and complete payment for a perpetual license to the product as stipulated herein. A credit of \$22,800 reduces the balance due to \$24,200. Upon execution of this License Agreement by Customer, the license fee is due and payable.

Changes in Customer's users may result in additional license fees. Notwithstanding the pricing plan selected by Customer in this Attachment A, SVI agrees that at the time such additional license or upgrades are selected by Customer, the SVI pricing plan(s) then in effect which would give Customer the most beneficial pricing on such additional licenses and/or upgrades will be used to set the pricing thereof. Any such pricing plan for an upgrade shall give credit to Customer for the amount already paid by Customer for the Software which is being upgraded. Customer may also reduce the number of licensed users which may result in a credit for overpaid license fees. Any credit for overpaid license fees may be used towards future license upgrades only and may not be used to offset fees for services.

Prices are subject to change without notice. All prices are payable in U.S. Funds only; California companies add California Sales tax to program product prices.

This License Agreement shall not expire through time.

DATED:

FAMILY GOLF CENTERS, INC.

BY: _____
(Signature)

(Print name and title)

SVI RETAIL, INC. (FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)

BY:

TODD HAMMETT
CHIEF FINANCIAL OFFICER

LICENSE AGREEMENT FOR SOFTWARE PRODUCTS
between
SVI RETAIL, INC.
(FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)
and
FAMILY GOLF CENTERS, INC.

Attachment A

The License Fee for the SALES AUDIT program product for thirty (30) Users on the IBM AS/400 serial number _____, will be \$38,000, said sum being Customer's full and complete payment for a perpetual license to the product as stipulated herein. A credit of \$22,800 reduces the balance due to \$15,200. Upon execution of this License Agreement by Customer, the license fee is due and payable.

Changes in Customer's users may result in additional license fees. Notwithstanding the pricing plan selected by Customer in this Attachment A, SVI agrees that at the time such additional license or upgrades are selected by Customer, the SVI pricing plan(s) then in effect which would give Customer the most beneficial pricing on such additional licenses and/or upgrades will be used to set the pricing thereof. Any such pricing plan for an upgrade shall give credit to Customer for the amount already paid by Customer for the Software which is being upgraded. Customer may also reduce the number of licensed users which may result in a credit for overpaid license fees. Any credit for overpaid license fees may be used towards future license upgrades only and may not be used to offset fees for services.

Prices are subject to change without notice. All prices are payable in U.S. Funds only; California companies add California Sales tax to program product prices.

This License Agreement shall not expire through time.

DATED:

FAMILY GOLF CENTERS, INC.

BY: _____
(Signature)

(Print name and title)

SVI RETAIL, INC. (FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)

BY:

TODD HAMMETT
CHIEF FINANCIAL OFFICER

LICENSE AGREEMENT FOR SOFTWARE PRODUCTS
between
SVI RETAIL, INC.
(FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)
and
FAMILY GOLF CENTERS, INC.

Attachment A

The License Fee for the TICKETING program product for thirty (30) Users on the IBM AS/400 serial number _____, will be \$10,000, said sum being Customer's full and complete payment for a perpetual license to the product as stipulated herein. A credit of \$10,000 reduces the balance due to \$0. Upon execution of this License Agreement by Customer, the license fee is due and payable.

Changes in Customer's users may result in additional license fees. Notwithstanding the pricing plan selected by Customer in this Attachment A, SVI agrees that at the time such additional license or upgrades are selected by Customer, the SVI pricing plan(s) then in effect which would give Customer the most beneficial pricing on such additional licenses and/or upgrades will be used to set the pricing thereof. Any such pricing plan for an upgrade shall give credit to Customer for the amount already paid by Customer for the Software which is being upgraded. Customer may also reduce the number of licensed users which may result in a credit for overpaid license fees. Any credit for overpaid license fees may be used towards future license upgrades only and may not be used to offset fees for services.

Prices are subject to change without notice. All prices are payable in U.S. Funds only; California companies add California Sales tax to program product prices.

This License Agreement shall not expire through time.

DATED:

FAMILY GOLF CENTERS, INC.

BY: _____
(Signature)

(Print name and title)

SVI RETAIL, INC. (FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)

BY:

TODD HAMMETT
CHIEF FINANCIAL OFFICER

LICENSE AGREEMENT FOR SOFTWARE PRODUCTS
between
SVI RETAIL, INC.
(FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)
and
FAMILY GOLF CENTERS, INC.

Attachment A

The License Fee for the EVENTS program product for thirty (30) Users on the IBM AS/400 serial number _____, will be \$14,000, said sum being Customer's full and complete payment for a perpetual license to the product as stipulated herein. A credit of \$14,000 reduces the balance due to \$0. Upon execution of this License Agreement by Customer, the license fee is due and payable.

Changes in Customer's users may result in additional license fees. Notwithstanding the pricing plan selected by Customer in this Attachment A, SVI agrees that at the time such additional license or upgrades are selected by Customer, the SVI pricing plan(s) then in effect which would give Customer the most beneficial pricing on such additional licenses and/or upgrades will be used to set the pricing thereof. Any such pricing plan for an upgrade shall give credit to Customer for the amount already paid by Customer for the Software which is being upgraded. Customer may also reduce the number of licensed users which may result in a credit for overpaid license fees. Any credit for overpaid license fees may be used towards future license upgrades only and may not be used to offset fees for services.

Prices are subject to change without notice. All prices are payable in U.S. Funds only; California companies add California Sales tax to program product prices.

This License Agreement shall not expire through time.

DATED:

FAMILY GOLF CENTERS, INC.

BY: _____
(Signature)

(Print name and title)

SVI RETAIL, INC. (FORMERLY ISLAND PACIFIC SYSTEMS CORPORATION)

BY:

TODD HAMMETT
CHIEF FINANCIAL OFFICER